

EXHIBIT A

REDACTED

From: Ben Amini <bccpda@yahoo.com>

Date: September 26, 2013, 3:49:51 AM EDT

To: '

Cc:

REDACTED

REDACTED

Subject: Another Victim of Ross University
Reply-To: Ben Anini <bccpda@yahoo.com>

Please Visit my new Website (it is still under development as I am adding contents more and more): [Http://www.RossU.net](http://www.RossU.net)

I am also publishing another 20 websites against Ross University, including [Http://www.RossMedicalSchool.org](http://www.RossMedicalSchool.org), [Http://www.RossMedSchool.com](http://www.RossMedSchool.com). Since gov't of US is failing to help us, we need to inform perspective student about this for-profit organization.

EXHIBIT B

EXECUTION COPY

SETTLEMENT AGREEMENT WITH MUTUAL RELEASES

This Settlement Agreement ("Settlement Agreement") is made this 10th day of February 2012 ("Effective Date"), by and between Ross University School of Medicine ("RUSM"), located at 630 U.S. Highway 1, North Brunswick, New Jersey; Behzad Amini ("Amini"), residing at 1385 North Tatum Boulevard, #9-Z80, Phoenix, Arizona; Anupam Gupta ("Gupta"), with an address c/o Ross University School of Medicine, 630 U.S. Highway 1, North Brunswick, New Jersey; and Roger Curry ("Curry"), residing at 8927 118th Street, Richmond Hill, New York.

RECITALS

WHEREAS, RUSM is an educational institution maintaining a campus in Dominica, W.I. and offering a Doctor of Medicine degree program;

WHEREAS, at all relevant times Amini was a student enrolled at RUSM;

WHEREAS, on or about September 27, 2011, Gupta, a student at RUSM, filed with RUSM an internal grievance against Amini (the "Complaint");

WHEREAS, Amini has denied and continues to deny the material allegations asserted against him in the Complaint;

WHEREAS, on or about October 21, 2011 the chairman of RUSM's Grievance Committee advised Amini that the Complaint would be referred to the Grievance Committee for a full hearing;

WHEREAS, RUSM's Grievance Committee scheduled a hearing into the Complaint for February 11, 2012 (the "Hearing");

WHEREAS, Curry, a medical student at St. George's University, was scheduled to appear at the Hearing on Gupta's behalf;

WHEREAS, after consulting with counsel, RUSM, Amini, Gupta and Curry have independently concluded that it is in their respective best interests to settle and resolve amicably and expeditiously any and all disputes and controversies that have been or could have been raised among them in the Hearing or relating in any way to the facts and circumstances giving rise to the Complaint or Hearing;

WHEREAS, the parties have engaged in good faith negotiations in an effort to resolve their differences; and

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and without admitting any wrongdoing, liability or fault whatsoever, RUSM, Amini, Gupta and Curry hereby memorialize their agreement as follows:

ARTICLE I.

General Releases

1.1 Amini's Release of RUSM - - Except for RUSM's obligations pursuant to this Settlement Agreement, Amini together with his heirs and assigns hereby releases and discharges RUSM and/or any of its parent, subsidiary or any other affiliated entities, and any and all of its or their former and current members, principals, directors, officers, shareholders, employees, agents, attorneys, contractors, representatives, affiliates, predecessors, successors and assigns, from liability on and for any and all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, that Amini may have had or now has for any reason whatsoever as against RUSM or any of its affiliated entities, including, but not limited to, any action for breach of express or implied contract, retaliation, discrimination based upon race, creed, color, national origin, religion, gender, disability, age, marital status,

sexual orientation, alienage or citizenship, and any other claim of any nature whatsoever. To the extent any such claim cannot be waived as a matter of law, it is understood and agreed that Amini expressly waives his right to any relief of any kind on any such claim, including attorneys' fees and costs, should Amini pursue any such claim or should any person or entity pursue any such claim on Amini's behalf.

1.2 Amini's Release of Gupta -- Except for his obligations pursuant to this Settlement Agreement, Amini together with his heirs and assigns hereby releases and discharges Gupta and/or any of his heirs and assigns from liability on and for any and all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, that Amini may have had or now has for any reason whatsoever as against Gupta, including, but not limited to, any action for breach of express or implied contract, tort, retaliation, discrimination based upon race, creed, color, national origin, religion, gender, disability, marital status, sexual orientation, alienage or citizenship, and any other claim of any nature whatsoever. To the extent any such claim cannot be waived as a matter of law, it is understood and agreed that Amini expressly waives his right to any relief of any kind on any such claim, including attorneys' fees and costs, should Amini pursue any such claim or should any person or entity pursue any such claim on Amini's behalf.

1.3 Amini's Release of Curry -- Except for his obligations pursuant to this Settlement Agreement, Amini together with his heirs and assigns hereby releases and discharges Curry and/or any of his heirs and assigns from liability on and for any and all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known

or unknown, that Amini may have had or now has for any reason whatsoever as against Curry, including, but not limited to, any action for breach of express or implied contract, tort, retaliation discrimination based upon race, creed, color, national origin, religion, gender, disability, marital status, sexual orientation, alienage or citizenship, and any other claim of any nature whatsoever. To the extent any such claim cannot be waived as a matter of law, it is understood and agreed that Amini expressly waives his right to any relief of any kind on any such claim, including attorneys' fees and costs, should Amini pursue any such claim or should any person or entity pursue any such claim on Amini's behalf.

1.4 RUSM's Release of Amini -- Except for his obligations pursuant to this Settlement Agreement, RUSM together with its parent, subsidiary or any other affiliated entities, and any and all of its or their former or current members, principals, directors, officers, shareholders, employees, agents, attorneys, contractors, representatives, affiliates, parent or holding entities, subsidiaries, predecessors, successors and assigns, hereby release and discharge Amini and/or any of his heirs and assigns from liability on and for any and all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, that RUSM may have had or now has for any reason whatsoever as against Amini.

1.5 Gupta's Release of Amini -- Except for his obligations pursuant to this Settlement Agreement, Gupta together with his heirs and assigns, hereby releases and discharges Amini and/or any of his heirs and assigns from liability on and for any and all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, that Gupta may have had or now has for any reason whatsoever as against Amini.

1.6 Curry's Release of Amini -- Except for his obligations pursuant to this Settlement Agreement, Curry together with his heirs and assigns, hereby releases and discharges Amini and/or any of his heirs and assigns from liability on and for any and all claims, demands, causes of action, damages, costs, expenses, accounts, contracts, agreements, promises, compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, that Curry may have had or now has for any reason whatsoever as against Amini.

ARTICLE II.

Voluntary Withdrawal

2.1 Amini's Withdrawal -- Effective March 24, 2012, Amini shall voluntarily and irrevocably withdraw as a student of RUSM. Said withdrawal shall be deemed to have been effected for personal reasons and, absent any adverse developments between the Effective Date and the date of his withdrawal, Amini shall be deemed to have been a student in good standing at the time of his withdrawal. Absent any adverse developments between the Effective Date and the date of his withdrawal, Amini's official RUSM transcript will reflect only that he withdrew for personal reasons and shall make no reference to the facts and circumstances relating to the Complaint, Hearing or this Settlement Agreement.

2.2 Withdrawal of Complaint -- Simultaneous with his execution of this Settlement Agreement, Gupta shall withdraw the Complaint and RUSM shall cancel the Hearing.

2.3 No Application to DeVry Institutions -- Subsequent to his voluntary withdrawal, Amini shall be free to apply for admission to any educational institution of his choosing other than any institution affiliated in any way with DeVry Inc. ("DeVry"), including without limitation American University of the Caribbean School of Medicine ("AUC"). Further, Amini shall not be permitted to apply for readmission to RUSM.

2.4 Hearing Record - - RUSM hereby expressly agrees that the record the Grievance Committee was scheduled to consider at the Hearing shall at all times be kept separate from Amini's academic record. RUSM further represents that, other than the individuals identified in Section 4.18(d) below, as well as RUSM's counsel and computer forensic expert, no representative of RUSM has had access to said record to date and that, absent any adverse developments subsequent to the Effective Date, said record shall not be further disseminated.

ARTICLE III.

Post-Settlement Obligations

3.1 No Interference - - RUSM shall not directly or indirectly interfere or attempt to interfere with Amini's efforts to enroll at any other educational institution in a manner consistent with the limitations set forth in Section 2.3 above.

3.2 Reference Letter - - Upon Amini's written request, RUSM shall provide him with a letter in the form attached hereto as Exhibit A for use in connection with his efforts to enroll at another educational institution in a manner consistent with the limitations set forth in Section 2.3 above.

3.3 No Assurances - - It is expressly understood and agreed that neither RUSM nor any of its affiliated entities has provided nor will they provide Amini with any assurances that he will be successful in his effort to enroll at another educational institution.

ARTICLE IV.

Miscellaneous

4.1 Legal Proceedings - In the event any party hereto commences a legal action to enforce any terms of this Settlement Agreement, the prevailing party shall be reimbursed for its reasonable attorneys' fees and litigation costs by the breaching party.

4.2 **Entire Agreement** -- This Settlement Agreement, including any attachments thereto, sets forth the entire agreement between the parties with respect to the subject matter hereof. It supersedes any and all prior agreements relating thereto. There are no other understandings or agreements between the parties with respect to the subject matter hereof except as set forth herein.

4.3 **No Oral Modification** -- No condition or provision of this Settlement Agreement may be modified, waived or revised in any way except in writing executed by the parties and referring specifically to this Agreement.

4.4 **Binding Effect** -- This Settlement Agreement and all rights and duties set forth herein shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and assigns.

4.5 **Governing Law** -- This Settlement Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to the conflicts of law rules of that State.

4.6 **Venue** -- Any action arising in any way out of the terms of this Settlement Agreement, or a party's performance or non-performance thereof, shall be brought in the Superior Court of New Jersey, Middlesex County or the United States District Court for the District of New Jersey, and the parties hereby expressly consent to either court's exercise of personal jurisdiction over them with respect to any such action.

4.7 **Partial Invalidity** -- In the event any provision of this Settlement Agreement is held to be contrary to or invalid under the laws of any country, state, municipality or other jurisdiction, such illegality or invalidity shall not affect in any way any of the other provisions hereof, all of which shall continue in full force and effect.

4.8 Captions -- The captions set forth in this Settlement Agreement are intended solely for the parties' convenience and ease of reference and are not intended to modify, limit, describe or affect in any way the scope, content or intent of this Settlement Agreement.

4.9 Signatures -- This Settlement Agreement may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that signature by facsimile or PDF shall constitute an original signature.

4.10 Authorizations -- RUSM hereby represents that its representative identified below is fully authorized to execute this Settlement Agreement on its behalf.

4.11 No Duress -- The parties hereto acknowledge and agree that they have entered into this Settlement Agreement and have executed it without duress or coercion, and have done so with the full advice of counsel. Each party further acknowledges and agrees that no other party has made any representations, warranties, promises or agreements not set forth herein and no party relies in any way on any representation, warranty, statement of fact or opinion, understanding, disclosure or non-disclosure not set forth herein in entering into this Settlement Agreement and executing it, and that no party has been induced in any way, except for the consideration, representations, warranties, statements and covenants recited herein to enter into this Settlement Agreement.

4.12 Construction and Enforcement -- The terms of this Settlement Agreement are the product of negotiations between the parties through their respective counsel, if any, and the parties agree that those terms shall be construed without regard to any presumption or other rule requiring construction against the party causing this Settlement Agreement to be drafted.

4.13 No Waiver -- The failure of any party to this Settlement Agreement to exercise and/or delay in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise of any other power or right hereunder. Further, the waiver by any party to this Settlement Agreement of any right or remedy hereunder on any occasion shall not be construed as a waiver of any such right or remedy on any future occasion.

4.14 No Admissions -- The parties' execution of this Settlement Agreement or any of the individual terms thereof shall not be construed or otherwise deemed to be an admission or acknowledgement by any party of any wrongful or improper act or conduct, nor of any liability to any other party. This Settlement Agreement shall not be taken or used, or be deemed admissible evidence, in any action or proceeding except to enforce the terms of this Settlement Agreement.

4.15 Notices -- All notices, requests, demands or other communications required or contemplated hereunder or relating hereto shall be in writing and forwarded by overnight delivery and/or first-class mail addressed as follows:

(a) **If to Amini:**

Mr. Behzad Amini
13835 North Tatum Boulevard, #9-Z80
Phoenix, Arizona 85032

with a copy to:

George J. Cotz, Esq.
Cotz & Cotz
180 Franklin Turnpike
Mahwah, New Jersey 07430

(b) **If to RUSM:**

Dean
Ross University School of Medicine

2300 SW 145th Avenue, Suite 200
Miramar, Florida 33027

with a copy to:

General Counsel
DeVry Inc.
3005 Highland Parkway
Downers Grove, Illinois 60515-5799

(c) **If to Gupta:**

Mr. Anupam Gupta
c/o Ross University School of Medicine
630 U.S. Highway 1
North Brunswick, New Jersey 08902-3311

(d) **If to Curry:**

Mr. Roger Curry
8927 118th Street
Richmond Hill, New York

4.16 Confidentiality - - The parties shall treat the existence and contents of this Settlement Agreement as being strictly confidential. The parties represent that to date they have not disclosed and agree hereafter they shall not disclose the existence or contents of this Settlement Agreement or the settlement terms to any third party other than their respective attorneys, auditors, tax advisors, insurers or immediate family members, on a strictly as needed basis, or pursuant to a court order or other valid legal process or as necessary to enforce the terms hereof. Further, no party, either by act or omission, shall knowingly permit the disclosure of the contents of this Settlement Agreement or the settlement terms to any third party except as stated herein. In the event that a formal request is made to any party to compel the dissemination of information regarding the existence of this Settlement Agreement, or the terms and conditions of same, said party shall promptly notify, in writing, all other parties of such request so as to afford the other parties the ability (but not the obligation) to object and oppose the dissemination

of such information. Any knowing and intentional violation of this confidentiality provision shall constitute a material breach of this Settlement Agreement for which the harmed party will have no adequate remedy at law.

4.17 No Assignment – The parties each represent and warrant that they have not assigned or transferred and shall not assign or transfer any interest in the matters released herein to any person or entity not a party to this Settlement Agreement.

4.18 Non-Disparagement – From the Effective Date forward:

- (a) Amini shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question RUSM's business operations, products, services, integrity, reputation or business relationships, or the business operations, products, services, integrity, reputation or business relationships of any of the releasees identified above in Section 1.1, except as may be required by law;
- (b) Amini shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Gupta or any of the releasees identified above in Section 1.2, except as required by law;
- (c) Amini shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Curry or any of the releasees identified above in Section 1.3, except as required by law;
- (d) Dr. Joseph Flaherty, Dr. Nancy A. Perri, Dr. Enrique Fernandez, Dr. Scott Ippolito and Mr. Tim Donnelly of RUSM shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.4, except as may be required by law;

Feb. 10. 2012 13:44

No. 3922 P. 12

- (e) Gupta shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.5, except as may be required by law; and
- (f) Curry shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.6, except as may be required by law.

It is expressly understood and agreed that any violation by any party of the terms of Section 4.18 shall constitute a material breach of this Settlement Agreement for which the harmed party will have no adequate remedy at law.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement effective as of the date first written above.

ROSS UNIVERSITY SCHOOL OF MEDICINE

By: 

Joseph Flaherty, M.D.
Dean

Date: February 10, 2012

Behzad Amini

Date: February , 2012

Anupam Gupta

Date: February , 2012

Roger Curry

Date: February , 2012

01/12/2012 02:31 12037468935

ANTON MEYER

PAGE 81

- (e) Gupta shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.5, except as may be required by law; and
- (f) Curry shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.6, except as may be required by law.

It is expressly understood and agreed that any violation by any party of the terms of Section 4.18 shall constitute a material breach of this Settlement Agreement for which the harmed party will have no adequate remedy at law.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement effective as of the date first written above.

ROSS UNIVERSITY SCHOOL OF MEDICINE

By: _____
Joseph Flaherty, M.D.
Dean

Date: February , 2012


Behzad Amini

Date: February 9, 2012

Anupam Gupta

Date: February , 2012

Roger Curry

Date: February , 2012

- (e) Gupta shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.5, except as may be required by law; and
- (f) Curry shall not directly or indirectly say, write or do anything that would disparage, reflect negatively upon or otherwise call into question the professional skills, integrity or reputation of Amini or any of the releasees identified above in Section 1.6, except as may be required by law.

It is expressly understood and agreed that any violation by any party of the terms of Section 4.18 shall constitute a material breach of this Settlement Agreement for which the harmed party will have no adequate remedy at law.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement effective as of the date first written above.

ROSS UNIVERSITY SCHOOL OF MEDICINE

By: _____
Joseph Flaherty, M.D.
Dean

Date: February , 2012

Behzad Amini

Date: February , 2012

Anupam Gupta

Date: February 10, 2012

Roger Curry

Date: February 10th, 2012

EXHIBIT A

RUSM Reference Letter

FIRM:17373733v3

DRAFT

RUSM LETTERHEAD

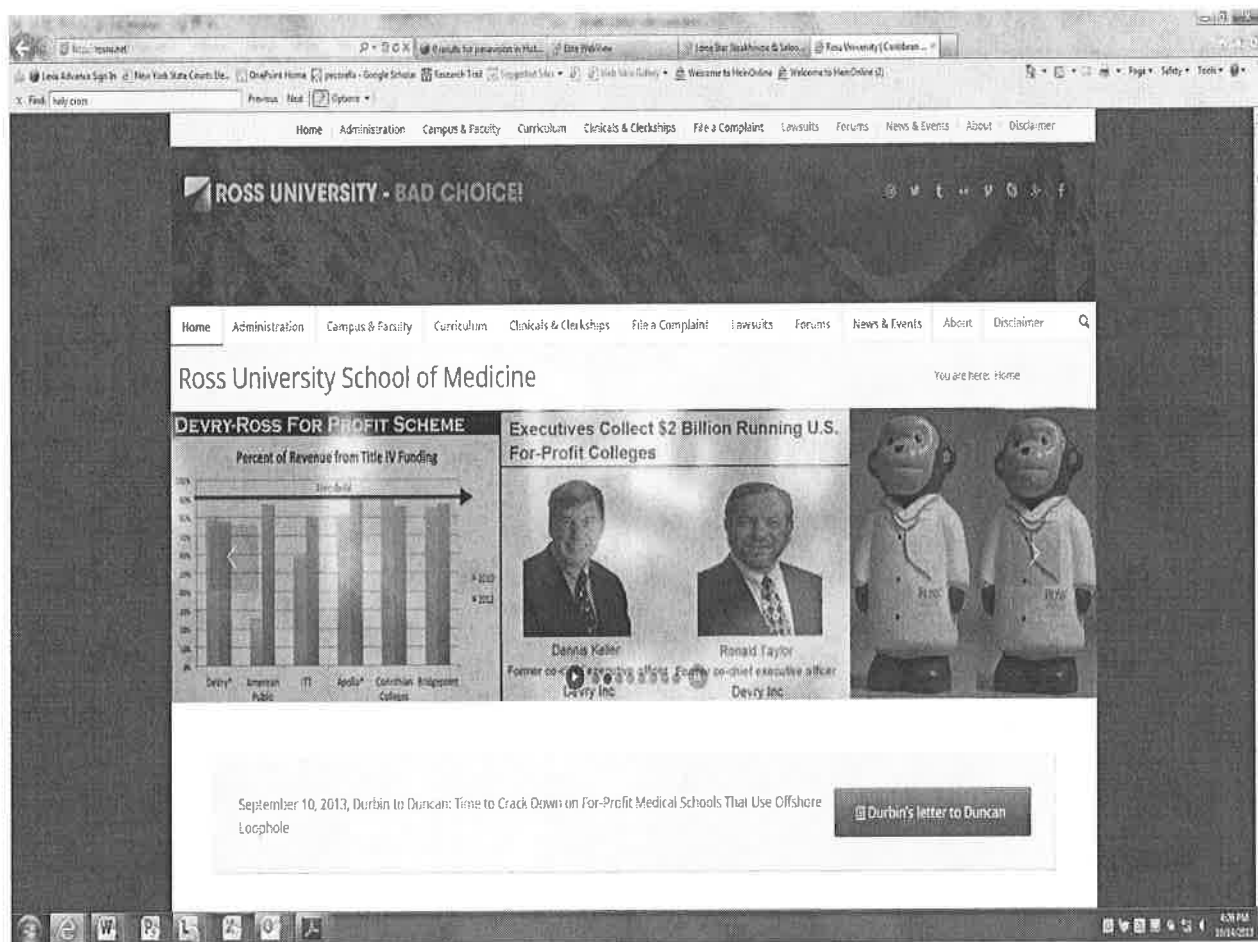
To Whom It May Concern:

Kindly accept this letter as confirmation that Behzad Amini attended Ross University School of Medicine ("RUSM") from January 12, 2008 through March 23, 2012. He voluntarily withdrew from RUSM effective March 24, 2012, at which time he was a student in good standing.

Very truly yours,

Nancy A. Perri
Chief Academic Officer

EXHIBIT C



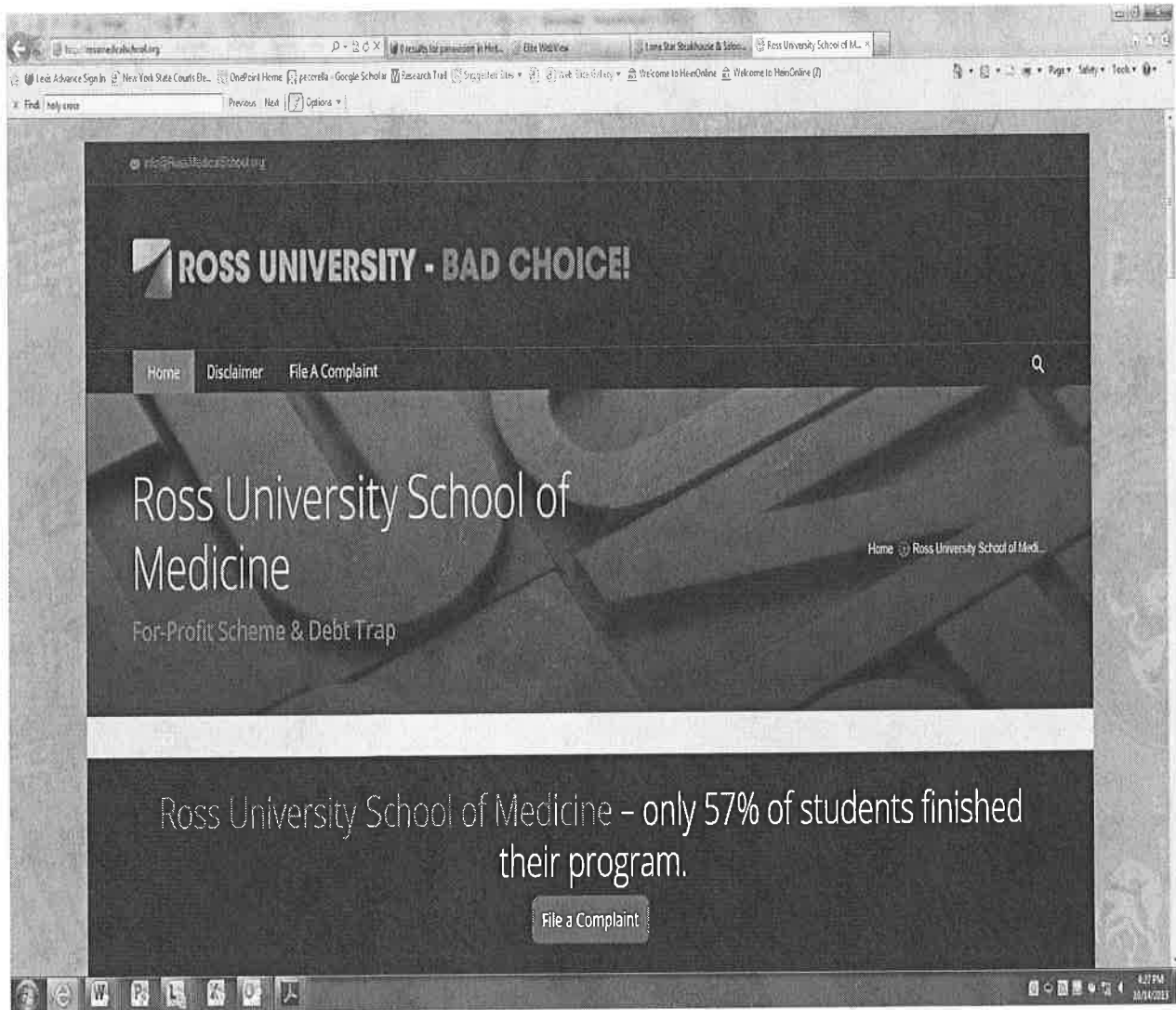


EXHIBIT D

REDACTED

From: unitedstates@cox.net [<mailto:unitedstates@cox.net>]

Sent: Saturday, September 21, 2013 5:30 AM

To:

Cc:

REDACTED

REDACTED

Subject: Ross University websites

Hi,

The attached article is my final vindication that Ross University had defrauded government, tax-payers, and students. It also further indictment that administrators of Ross University, including Joseph Flaherty, are bunch of crooks.

For Years, I wrote repeated letters to dept of education, GAO, news media, and even medical boards. Finally, the Sept 11th article by Bloomberg has put a final nail to Ross's coffin!

In about four week, many of my websites against Ross University will hit the web, in all the top search engines, parked next to Ross University! The objective is to inform new enrollment/student about how Ross University conducts its business and to some extent, a regurgitation of news article published by Bloomberg on Sept, 11th, 2013(see attached). The website let new students to have better access to information otherwise not available due to poor meta-indexing algorithm.

My agreement with Ross University and Joe Flaherty is over. My medical education was short circuited by Ross University. I have direct proof that Ross University did disclose the circumstance of my transfer to AUA medical school, contrary to the agreement signed in 2012. BTW Neal Simon was the president of Ross University.

I also believe Anupam Gupta was hired by Ross to harass me in return for favorable spot for clinical rotations and a good residency match. After I responded to Anupam Gupta's harassment, Ross administrators used my response as an excuse to eliminate me.

I HAVE LOST EVERYTHING. Ross University has totally destroyed me.

Ben Amini

EXHIBIT E

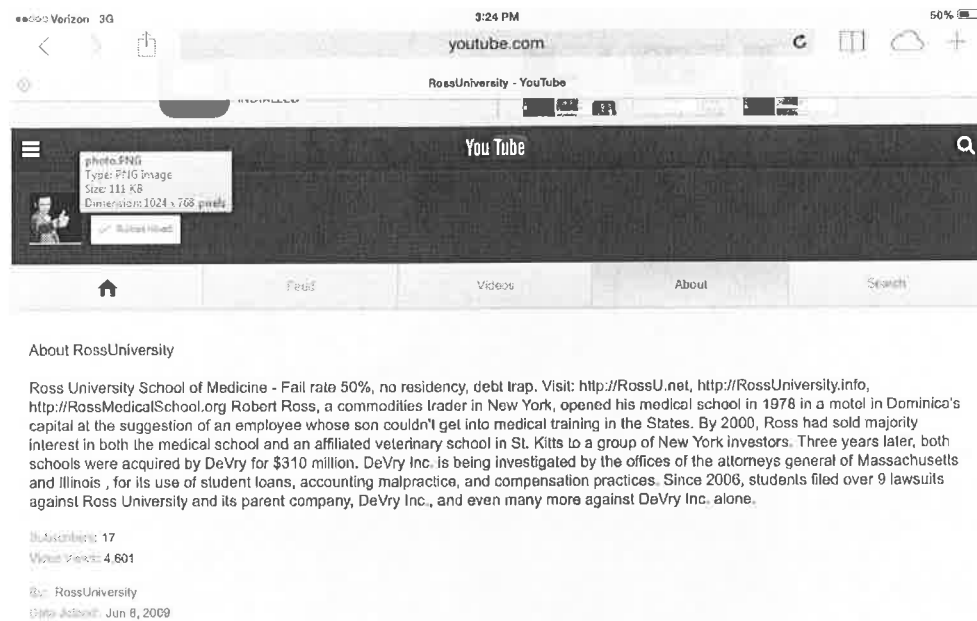


EXHIBIT F

REDACTED

-----Original Message-----

From: info@rossu.net [mailto:info@rossu.net]

Sent: Friday, September 27, 2013 1:22 PM

To:

Cc:

REDACTED

REDACTED

Subject: Re: Update to our website

As we promised you, we will update you with any updates to our website.

We just added the content relating to administration of Ross University and you can view it at <http://rossu.net/ross-university-administration/>

It provide you an insight on how this corrupt institution is administered and the corporate objective.

I think someone should file a lawsuit against dept of education for giving millions of dollars of tax-payers money to these crooks.

My next project is to call every single medical board and any hospital associated with this organization to informed the about Ross. And yes, Joseph Flaherty is a crook,

Enjoy!

EXHIBIT G

REDACTED

-----Original Message-----

From: info@rossu.net [mailto:info@rossu.net]

Sent: Monday, October 07, 2013 4:57 AM

To:

Cc:

REDACTED

REDACTED

Subject: More bad news for Ross University/Devry in coming weeks.

[Http://RossU.net](http://RossU.net) is 100% complete. If you have any comment, please email me back.

More bad news for Ross University/Devry Inc. in coming weeks.

:)

EXHIBIT H

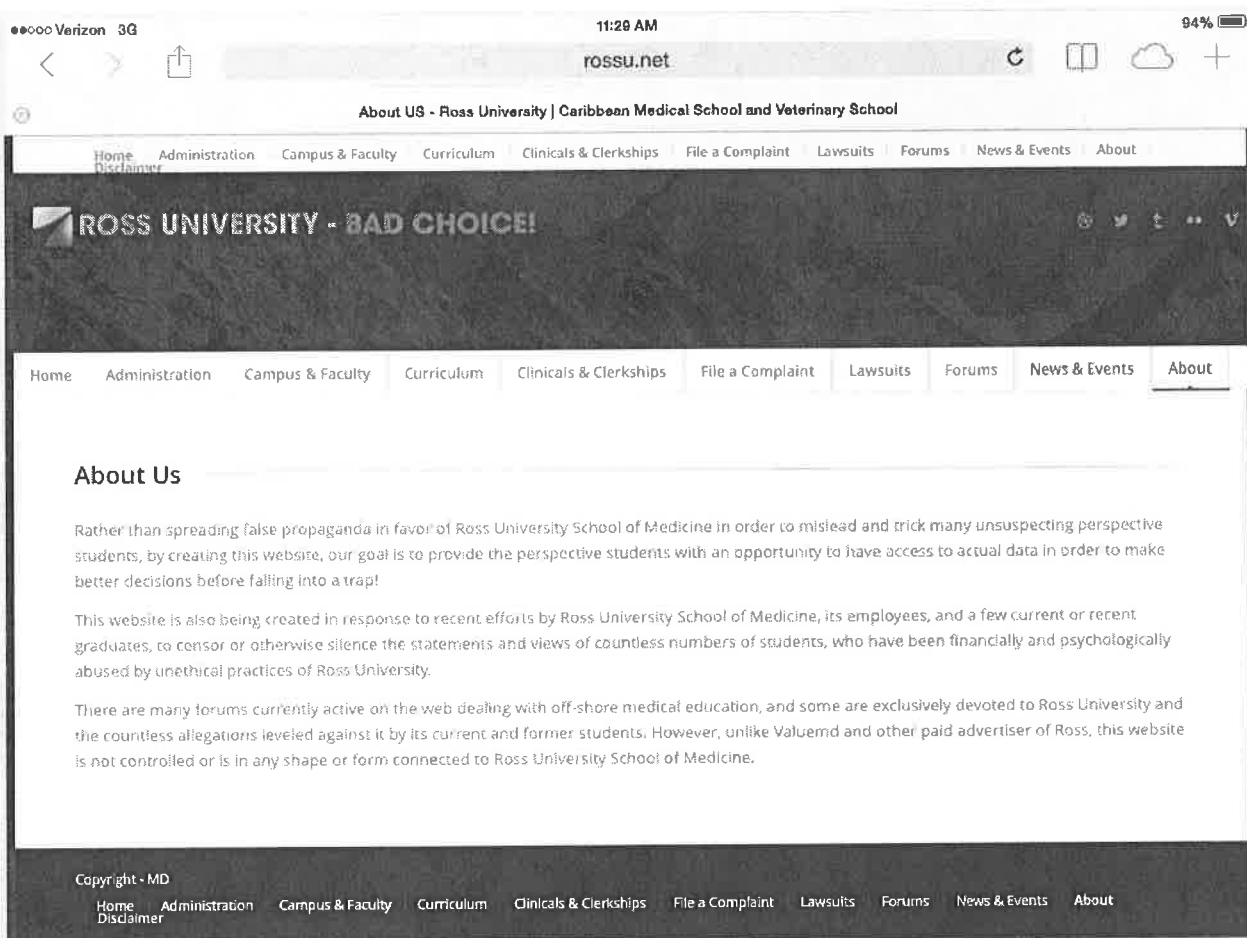


EXHIBIT I

EPSTEIN
BECKER
GREEN

Attorneys at Law

James P. Flynn
t 973 639.8285
f 973 639.8931
JFlynn@ebglaw.com

October 10, 2013

VIA EMAIL AND OVERNIGHT DELIVERY

Mr. Behzad Amini
13835 North Tatum Boulevard, #9-280
Phoenix, Arizona 85032

Re: Cease and Desist--Ross University

Dear Mr. Amini:

We represent Ross University School of Medicine ("RUSM"). This letter serves as formal notice to you to cease and desist in:

a. Directly or indirectly publishing or disseminating, whether through the Offending, Infringing Sites (defined below) or other outlets or mediums, any statements that would disparage, reflect negatively upon or otherwise call into question RUSM's business operations, products, services, integrity, reputation or business relationships, and/or the business operations, products, services, integrity, reputation or business relationships of any of RUSM's parent, subsidiary or any other affiliated entities, and any and all of its or their former and current members, principals, directors, officers, shareholders, employees, agents, attorneys, contractors, representatives, affiliates, predecessors, successors and assigns;

b. Registration, use, maintenance, or trafficking in website domain names for the "Offending, Infringing Sites," defined here as including www.RossU.net, www.RossMedicalSchool.org, www.RossMedSchool.com and any other website (referenced as www.JohnDoeRossInfringingSites1-20.doe) with a name confusingly similar to RUSM's trademark and/or its legitimate website URLs.

Your actions to date are in breach of the February 10, 2012 Settlement Agreement ("Settlement Agreement") between you, on the one hand, and Ross University School of Medicine and two individuals on the other, including without limitation your breach of Section 4.18 thereof. Statements you have made on the Offending, Infringing Sites and elsewhere include demonstrably false allegations regarding RUSM's integrity and the quality of its educational services, as well as baseless personal attacks on the highly credentialed medical educators who comprise RUSM's senior administration. Moreover, your actions to date violate RUSM's rights under the Lanham Act (including but not limited to the Anti-Cybersquatter Act of 1999) and under state law by infringing upon RUSM's trademarks and other intellectual property rights.

Mr. Behzad Amini
October 10, 2013
Page 2

This notice is provided to you and George J. Cotz, Esq. in conformance with Section 4.15 of the Settlement Agreement.

If you do not immediately cease and desist as demanded above, and agree in writing today by 5 p.m. Eastern to turn over to RUSM the registrations for the Offending, Infringing Sites, RUSM will pursue relief in the appropriate forum of its choosing.

Very truly yours,



James P. Flynn

CC (VIA EMAIL AND OVERNIGHT DELIVERY):
George J. Cotz, Esq.
Cotz & Cotz
180 Franklin Turnpike
Mahwah, New Jersey 07430